## VESTING OF GOODS AND MATERIALS NOT ON SITE

## DEFINITIONS

"The Employer" means <mark>X</mark> (Customer) "The Contractor" means Wolf Laboratories Limited "The Supplier" means <mark>X</mark> (Where the goods are stored)

## The Contractor's Order from The Employer: Purchase Order Number: XX

Application for inclusion in interim certificate to the value of **£X** (nett of VAT) materials or goods off site supplied by the Contractor.

We The Contractor apply to The Employer for the inclusion in interim certificates of the value of materials or goods as listed on the attached **Invoice ####** and Schedule of Off-Site **Materials -** before delivery thereof to or adjacent to the Works and certify as follows:

- 1. The said material or goods are stored at the below premises: [Name and address]
- 2. The said materials or goods are intended for inclusion in the Works.
- 3. The said materials or goods have been and are set apart at the above mentioned premises and have been clearly and visibly marked individually or in sets either by letters or figures by reference to a predetermined code so as to identify:
  - 1.) where they are stored on the premises, the name of the Employer and
  - 2.) their destination being the Works
- 4. The said materials or goods are in accordance with the Contract
- 5. The said materials or goods are the property of The Supplier.
- 6. The said materials or goods are insured against loss or damage by The Supplier for their full value under a policy of insurance protecting the interest of the Employer and the Contractor and such insurance will be kept in full effect until they are delivered to or adjacent to the Works.
- 7. Property in the said materials or goods shall pass to the Employer upon receipt by The Contractor of payment in respect of the interim certificate in which the value of such materials or goods has been included.
- 8. We shall not, except for use upon the Works, remove or cause or permit the same to be moved or removed form the premises where they are and we shall nevertheless be responsible for any loss therefore or damage thereto and for the cost of storage, handling and insurance of the same until such time as they are delivered to and placed upon or adjacent to the Works.

Signed:....

Date:....

On behalf of: Wolf Laboratories Limited

Materials XXXX